

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

INDECK KEYSTONE ENERGY, LLC, a
Delaware limited liability company,

Plaintiff

v.

VICTORY ENERGY OPERATIONS, LLC, a
Delaware limited liability company,

Defendant.

CIVIL ACTION

No. 04-CV-325E

Judge Sean J. McLaughlin

AFFIDAVIT OF MARK J. WHITE

I, Mark J. White, being duly sworn on oath, depose and state in support of Victory Energy Operations LLC's Motion to Reconsider:

1. I have been the General Manager at Victory Energy Operations, LLC ("VEO"), since August 2003.
2. I have personal knowledge of the matters contained in this affidavit.
3. I have read the Declaration of Alan Wayne Christian dated October 25, 2006, and believe it to be factually misleading in several respects.
4. Mr. Christian notes that there are only two lines of products identified in the Product Schedule attached to the Representative Agreement between Christian Power Equipment ("CPE") and VEO, Heat Recovery Steam Generators ("HRSGs") and Keystone Water Tube boilers 8M-22M (29,000-150,000 pph). However, Mr. Christian incorrectly asserts that VEO only retained CPE to market and sell those two product lines.
5. The Agreement does not in any way limit or preclude CPE from selling products beyond those identified in the Product Schedule.

EXHIBIT 1

6. Contrary to Mr. Christian's statements in his declaration, Mr. Christian was aware that VEO expected CPE to market and sell aftermarket equipment and service in its territory. Mr. Christian ignores the fact that the commission schedule to the Representative Agreement between VEO and CPE specifically provides a separate schedule for aftermarket equipment and services in paragraph 5a of the Commission Schedule. (A copy of the Representative Agreement between VEO and CPE is attached as Exhibit A).

7. Mr. Christian also ignores the information he received at the annual sales meeting VEO held in 2003 and 2004, wherein VEO specifically explained to each representative that aftermarket parts and service represent a significant part of VEO's sales efforts, and that each sales representative was expected to promote VEO's aftermarket parts and services. (Copies of VEO's Sales Meeting Training Materials for 2003 and 2004 are attached as Exhibit B).

8. Moreover, Mr. Christian's statement ignores that CPE assisted VEO in the sale of equipment other than Keystone boilers and/or HRSGs to CPE's customers in CPE's territory, and that Mr. Christian was paid commissions on the sale of that equipment.

9. For instance, VEO sold feedwater economizer systems, PLC control systems, ductwork and stack systems, diverter dampers and bypass stack silencers to Harbor Pacific Contractors in Renton, Washington. (A copy of Proposal VE-1866r.5 is attached as Exhibit C). Mr. Christian was paid a commission for the sale of this equipment. Subsequently, replacement parts were sold to King County in Washington. (A copy of the invoice reflecting the sale of gaskets to King County is attached as Exhibit D).

10. Similarly, contrary to Mr. Christian's claim, with CPE's assistance, VEO offered for sale a 200 HP firetube boiler, together with a deaerator and storage tank, a make-up water valve with level controls, feed water pumps complete with recirculating orifices, valving and

strainers, steam supply connections and a control panel to the Ivanpah Energy Center in Clark County, Nevada in October 2004. (A copy the proposal to Ivanpah Energy Center is attached as Exhibit E).

11. During the time of the Representative Agreement between VEO and CPE, CPE offered and sold equipment of competing companies. For instance, CPE represented VEO as well as ATS Express LLC, both of whom manufactured and sold HRSGs. (A copy of Christian Power Equipment's List of Manufacturers Represented in 2004 is attached as Exhibit F). The list of manufacturers also indicates that CPE represented IKE for "Zurn Boilers" and not aftermarket parts, as claimed by Mr. Christian.

12. Mr. Christian also claims that equipment owners looking to purchase aftermarket or replacement parts consistently purchase those parts directly from the original equipment manufacturer. I strongly disagree with this statement.

13. I have been involved in designing and selling equipment in the boiler industry for over 20 years, and in that time, have worked for several companies including Nebraska Boiler, Henry Vogt Machine, Zurn Energy, Aalborg Industries and Erie Power Technologies, where I was the Sales Manager and Director of Sales and Marketing. The Aftermarket Parts and Service department at Erie Power Technologies reported to me in that capacity. The companies I worked for successfully sold aftermarket parts for equipment that was originally designed and sold by a different manufacturer.

14. Moreover, VEO has sold aftermarket parts for dozens of steam generating boilers originally designed and sold by third parties.

15. IKE sold parts to VEO for various boilers since it became licensor, including chevrons and vortexes for drum internals for steam applications. (Copies of invoices and purchase orders between IKE and VEO for parts are attached at Exhibit G).

16. I have reviewed the redacted documents from CPE produced by IKE. The documents show that IKE was quoting boilers to potential customers. Based on my experience from working at IKE's predecessors, the fact that this document includes a proposal number indicates that an offer for the boiler was made.

17. Document CPE 501-502 is dated March 28, 2005, and is a redacted performance prediction for Proposal No. 1883 for a 16M Keystone boiler, one of the very models identified in Annex I of the License Agreement. This directly contradicts Mr. Petcos' claim that IKE did not quote any M Series boilers during the time of the VEO license agreement.

18. Document CPE 634-643 is a series of diagrams for proposal K4-023 for a Keystone boiler dated May 11, 2005.

19. CPE 644-648, dated November 8, 2005, provides details of IKE Proposal No. K5-085 for a 125,000 pph Keystone boiler.

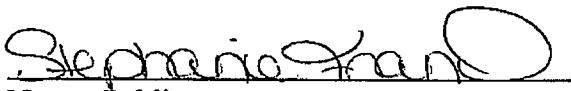
20. These redacted documents shows that IKE submitted proposals to CPE's customers for Keystone O style water tube package boilers in 2005.

Further affiant sayeth not.



Mark J. White

SUBSCRIBED AND SWORN TO
before me this 2 day of November, 2006.


Stephanie Franklin
Notary Public



Representative Agreement

Submitted to:

Christian Power Equipment

EXHIBIT A



Representative Agreement

This agreement, made this 18th day of February by and between Victory Energy Operations, LLC (hereinafter referred to as "VEO") and Christian Power Equipment (hereinafter referred to as "Representative").

W I T N E S S E T H:

WHEREAS, VEO is in the business of selling certain steam generating equipment and services relating thereto (hereinafter referred to as the "Products") and

WHEREAS, VEO desires Representative to represent VEO as more particularly set forth herein; and

WHEREAS, Representative desires to provide such representation,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Territory

VEO grants to Representative the right to sell the Products during the life of this Agreement in the following territory (hereinafter referred to as "Territory"):

California: Counties North of: San Luis Obispo, Fresno, and Inyo.

Entire States of: Alaska, Idaho, Nevada, Oregon, and Washington

2. Responsibility for Sales Representation

- (a) Representative agrees to provide sales representation in the Territory. Said representation shall include, but not be limited to, thoroughly canvassing the Territory for potential customers, utilizing all reasonable effort to solicit orders for the Products and properly representing VEO with its customers.
- (b) Upon request, Representative shall assist VEO in securing collections, obtaining information on the credit worthiness of potential customers, and helping to resolve trouble jobs.
- (c) Representative shall, on a periodic basis, visit the sites where Products are in use within the Territory so as to adequately service existing customers.



3. Sales Office

- (a) Representative agrees to maintain in its name, or other approved name, an office in a location approved by VEO.
- (b) Representative's signs or printed matter must designate that it is the representative of VEO in a manner that is approved by VEO.
- (c) Sub-sales Representative offices may be established by the Representative within the Territory, but only with VEO's written approval. Agreements between Representative and his Sub-Representative are personal in nature and nothing therein shall provide for or be construed to provide for liability by VEO in connection with such agreements.
- (d) Representative shall have full responsibility for any and all taxes due on commissions paid, any and all business taxes, and the filing of any required business forms with local, state, or federal authorities.

4. Sales Expense

Representative shall be responsible for all expenses that are incurred in maintaining said office as well as any other expenses that it incurs in providing representation, including, but not limited to, rent, office and traveling expense, postage, telephone, telegraph, etc.

5. Sales Materials

VEO shall furnish catalogs, price lists, order forms and other printed materials, which will inform and assist the Representative in soliciting orders for Products. Said materials shall be treated as confidential and shall remain the property of VEO. Representative shall utilize the materials only with respect to its efforts on behalf of VEO hereunder and shall return all materials to VEO upon request.

6. Transfer of Information

Each party shall promptly forward to the other all inquiries or other information received which relates to potential sales in the Territory.

7. Direct Contact with Customers

- (a) Any customer or potential customer in the Territory may communicate directly with VEO concerning any aspect of the Products. VEO shall keep Representative aware of any such communications.
- (b) VEO shall have the right to contact or deal directly with customers or potential customers in the Territory.



- (c) VEO may sell to any customer within the Territory who deals directly with VEO. Representative shall receive a commission on every such sale, as herein set forth.
- (d) VEO shall have the right to send technical or sales personnel into the Territory to assist in contacting customers, promoting sales, or otherwise performing its contracts. VEO shall keep Representative advised of such activities.

8. Exclusive Representation

- (a) Representative shall not handle, sell, distribute or otherwise associate itself with any equipment that is similar to or competes in any way with the Products.
- (b) Representative shall not handle, sell, or distribute any used equipment without VEO's express written consent.
- (c) Representative shall furnish VEO with a complete list of companies and equipment it presently represents and agrees to continually notify VEO of any changes in that representation.

9. Compensation

- (a) Representative's sole compensation hereunder shall be a commission as set forth in the then effective Commission Schedule. VEO shall have the sole right to modify said Commission Schedule from time to time. The Commission Schedule applicable to a particular project shall be that Commission Schedule in effect upon the date when VEO first issues its proposal upon which the Final Pricing for a particular sale is based. Final Pricing is herein defined as the price that is agreed upon between VEO and its customer at the time of contract formation, prior to any additions or deletions by change order.
- (b) Representative's commission shall be based solely upon the portion of the Net Project Value (as defined in the then effective Commission Schedule) which is actually received by VEO. VEO shall not be liable to Representative for commissions on projects that are canceled, except to the extent that commissions are included in the cancellation charges.
- (c) VEO shall have the absolute right to determine the sales price for Products.
- (d) When two or more Representatives participate in the same sale, the commission for such sale shall be allocated according to the guidelines set forth in the then effective Commission Schedule. VEO shall consult with the Representatives involved prior to such allocation, however, after such consultation, VEO's decision on the allocation of any such commission shall be final.
- (e) VEO shall send monthly statements, on or about the fifteenth day of each month, showing the status of Representative's account. Representative shall indicate its approval in the appropriate space and return the required document to VEO. VEO shall tender the pro-rata commission due on or about the



twenty-fifth day of the month following that during which Representative's approval is received. In the event of any overpayment by VEO or erroneous payments for any reasons, commissions paid by VEO to Representative with respect to such sales shall be deducted from the next commission payment. In the event that no further commission payment is due to Representative, Representative shall repay VEO the amount of such overpayment.

10. Independent Contractor

- (a) Representative shall be an Independent Contractor and not an agent or employee of VEO.
- (b) Representative shall have no authority whatsoever to make purchases nor to bind VEO to any contract of any nature. Representative agrees to indemnify and hold harmless VEO from any claims that may arise in any manner from Representative's breach of its obligations under this provision.
- (c) Representative's role is to solicit orders that are subject to the sole approval of VEO.
- (d) In order to secure uniformity of relations with all Representatives, VEO reserves the right to require conformity with procedures, which may be established from time to time concerning issues such as internal reporting, handling of sales proposals, or other matters dealing with general administration.
- (e) The District Sales Representative agrees to abide by all Codes of Fair Practice as well as all local, state, or federal regulations.
- (f) VEO agrees to provide "Additional Insured - Vendor" coverage to Representative in accordance with the terms and conditions of the Commercial General Liability Insurance Program.

*Representative Agreement***11. Complete Agreement**

This Agreement constitutes a final written expression of all of the terms of the agreement between VEO and Representative and is a complete and exclusive statement of these terms. Any modification of these terms must be in writing, signed by VEO.

12. Cancellation

- (a) This contract is subject to cancellation upon thirty (30) days written notice by either party. Upon cancellation, Representative shall, at its expense, return to VEO all price lists, catalogs, customer lists, orders and correspondence and copies thereof, and any and all other papers relating to the business of VEO whether prepared by VEO or by Representative.
- (b) Following the effective date of termination, Representative shall be entitled to commission for orders received up to 90 days after termination, for firm quotations prior to the final day of termination.
- (c) Representative agrees that VEO may, at its option, terminate this Agreement in the event that (i) Representative assigns its rights to a third party without VEO's consent, or (ii) Representative undergoes a change in ownership or control.

13. Applicable Law

This Agreement shall be enforced and interpreted in accordance with the laws and court decisions of the Commonwealth of VEO.



Representative Agreement

Signed in duplication this 18th day of February 2003.

Company Name

Date

7/15/03

By

John C. Viskup, Jr.

Title

President

President

Company Name

Date

7/11/03

By

Albion

Title

Owner



Commission Schedule

□ Effective Date:

This Commission Schedule supersedes all other commission schedules and will be utilized on all quotations as of the above Effective Date.

1. Basis of Commission

Representative's commission shall be based solely upon the Net Project Value of Products. The Net Project Value is herein defined as the Final Pricing of Products excluding:

- (Freight and handling charges,
- (Bonds and letters of credit,
- (Taxes and duties of any nature, and
- (Per Diem charges for field or engineering services that are not included in the Final Pricing of Products.

2. Commission Schedule

Net Project Value	Standard Commission
Less than \$25,000	5%
\$25,001 to \$100,000	\$1,250 plus 4.0% of amount over \$25,000
\$100,001 to 500,000	\$4,250 plus 3.0% of amount over \$100,000
\$500,000 to \$1,000,000	\$16,250 plus 2.0% of amount over \$500,000.
\$1,000,000 to \$5,000,000	\$26,250 plus 1.0% of amount over \$1,000,000.
\$5,000,000 to \$10,000,000	\$66,250 plus 0.75% of amount over \$5,000,000
Over \$10,000,000	\$103,750 plus 0.5% of amount over \$10,000,000.



Commission Schedule

This schedule shall apply for:

- VEO fabricated and purchased equipment, spare parts, and services including Engineering and Field Services that are offered as part of Final Pricing. No commission shall be paid on Field Services, ordered by a customer following contract formation.
- VEO Field Erection Supervision or Consultation, Field Services, or Engineering, which is proposed on a project basis, separate from an equipment proposal.

3. Commission Adjustments

A. Increase of Contract Scope

In the event the scope of a contract is increased by change order after contract formation, Representative shall also receive a commission on the resulting increase in the Net Project Value. Said commission shall be calculated in accordance with the then effective Commission Schedule beginning at the incremental rate determined from the Net Project Value.

Example:

Net Project Value =	\$5,000,000	Commission =	\$
			66,250
Change Order =	50,000 @ 0.75%	Commission Adder =	375
			Total Commission
			\$66,625



Commission Schedule

C. Reduction of Contract Scope

¶ In the event the scope of a contract is reduced by change order after contract formation, Representative will receive a reduced commission as a result of a corresponding reduction in the Net Project Value. The amount of commission reduction shall be the difference between the commission due on the Net Project Value prior to the change order and the commission due on the reduced Net Project Value.

4. Commission Allocations — General Orders for New Equipment

All commissions shall be allocated in the same manner with amounts determined in accordance with the above Schedule. Commissions shall be specifically allocated using the following guidelines.

A. Pre-Order Influence: 75%

This allocation will be divided equitably among the Representatives in accordance with their relative effectiveness on the basis of effort, time, and achievement. Pre-order influence is exerted on:

i. The User

- a. at local plant/mill level
- b. at headquarters level

ii. Consulting Engineer

The commission for pre-order influence shall be apportioned as follows:

- a. 15% For influence exerted prior to the issuance of the inquiry.
- b. 60% For the sales effort expended after receipt by VEO of the inquiry.

B. Purchase Order: 10%

10% of the total commission will accrue to the Representative within whose geographic territory the negotiation and award of the contract occurs.

**C. Post-Order Engineering: 5%**

5% of the total commission will accrue to the Representative within whose geographic territory occurs the responsibility of obtaining all details and drawings and other approvals.

In the absence of this responsibility, this percentage shall be added to the amount for pre-order influence, making a total of 80%.

D. Destination: 10%

10% of the total commission will accrue to the Representative within whose geographic territory the project equipment is originally installed. This commission credit will be paid after evidence has been submitted to VEO that the Representative has visited the project site during and after start-up and rendered service as to:

- Providing any required assistance regarding delivery and installation of the Products.
- Promoting further use of VEO's equipment.
- Determining spare parts requirements and sales.
- Advising VEO as to key customer contacts.
- Providing VEO with a report as to plant status and customer satisfaction level.

5. Allocation of Commissions— Aftermarket / Customer Service**A. Aftermarket Equipment Sales Commissions**

Commissions shall be allocated as shown below for all orders outside of General Orders consisting of off-the-shelf spare part products sold and for engineered products and Field Service sold. VEO's determination of the allocation shall be final, however, VEO will discuss the allocation when multiple Representatives are involved in a single sale to assure an equitable split of commission among the Representatives.

1. Annual visits / communication with the customer	25% of total commission
2. Inquiry obtained as a result of the visits/communications	35% of total commission
3. Pre-order influence	15% of total commission
4. Close order	15% of total commission
5. Post order follow-up at destination	10% of total commission



Commission Schedule

B. Field Service

A sales commission will be paid to VEO's domestic sales Representatives for Field Service orders specifically sold by Representative and contracted by the customer within two months of the written offer. The commission will amount to a flat rate of \$150.00 per full-paid contract day. Direct calls for service from the customer to VEO are not eligible for the commission. This incentive will run for calendar year 2003 and will be reviewed at year-end for any modification.

A full-paid contract day is defined as a full day worked (minimum of 8-hours) and is paid at the contract per diem rate. No commission will be paid for less than a full day worked nor for any day worked that is chargeable to VEO such as for warranty, courtesy calls, or part of a negotiated settlement.

6. Disputes

VEO's decision as to the allocation of commissions shall be final as detailed in paragraph 9, Compensation, as set forth in the Sales Representation Agreement.



Product Schedule

Product Schedule:

1. The following products are included within this agreement:

Keystone Water Tube boilers: 8 M – 22M (29,000 PPH – 150,000 PPH)

VEO HRSG's (Heat Recovery Steam Generator) Systems – All sizes

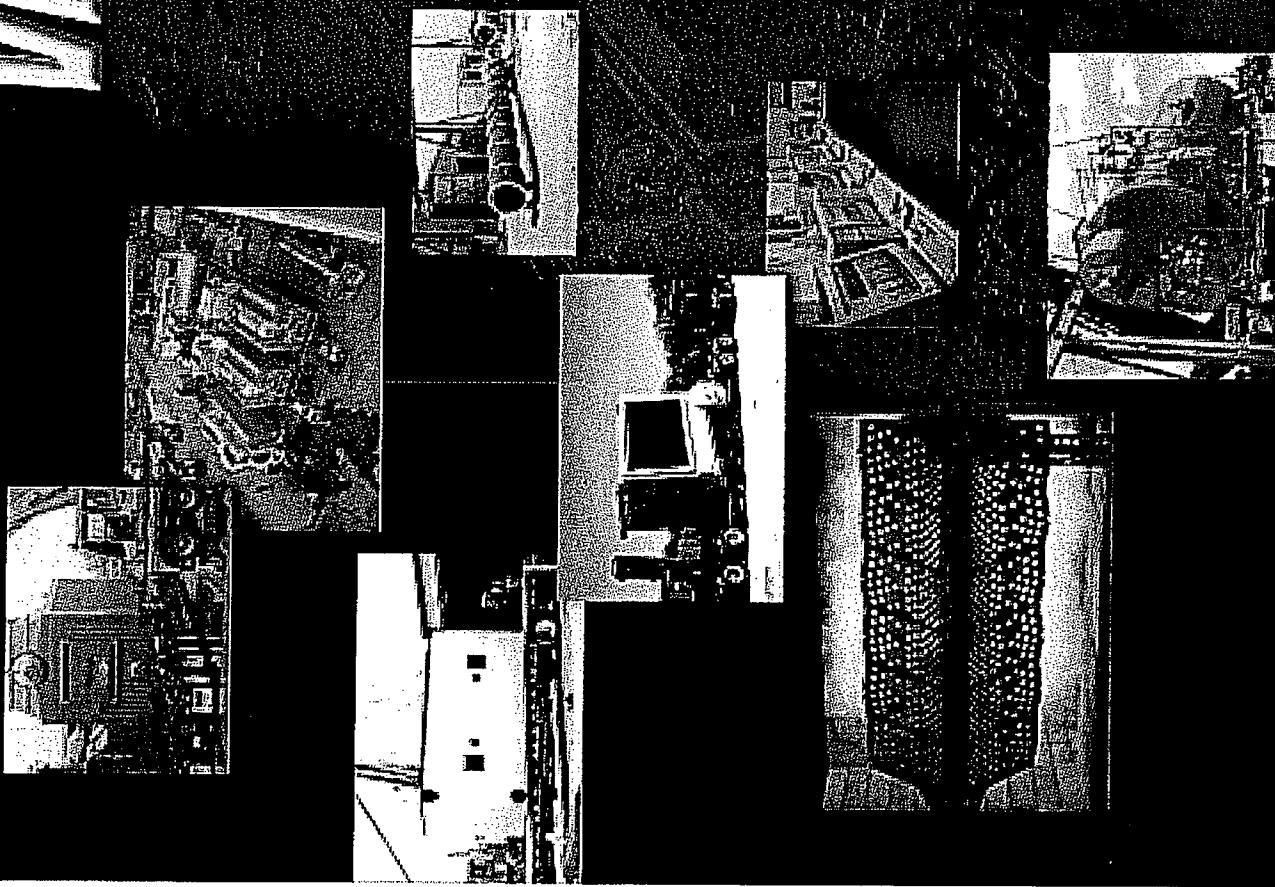
2003 National Sales Meeting Agenda

- I. VEO Update
 - a. New Office and Manufacturing Facility
 - b. New Booking
 - c. Receipt of Code Stamps
 - d. Newsletter
 - e. New Employees
- II. HRSGs
 - a. Market Focus
 - b. Product Offering
 - c. ABMA McCoy Data
 - d. Competitive Advantages
- III. Keystone® Watertube Boilers
 - a. Market Focus
 - b. Product Offering
 - c. ABMA Data
 - d. EPTI Support of License
 - e. Competitive Advantages
- IV. Aftermarket Service / Spare Parts
 - a. Initial Focus
 - b. Structure
 - c. Near Term - Commission Incentives
- V. Other Business

WICKORY ENERGY

2003 National Sales Meeting

VICTORY ENERGY



Steam Generation Systems

Low NOx Burner Systems

Control Systems

Stack Systems

Heat Transfer Equipment

Water Treatment Systems

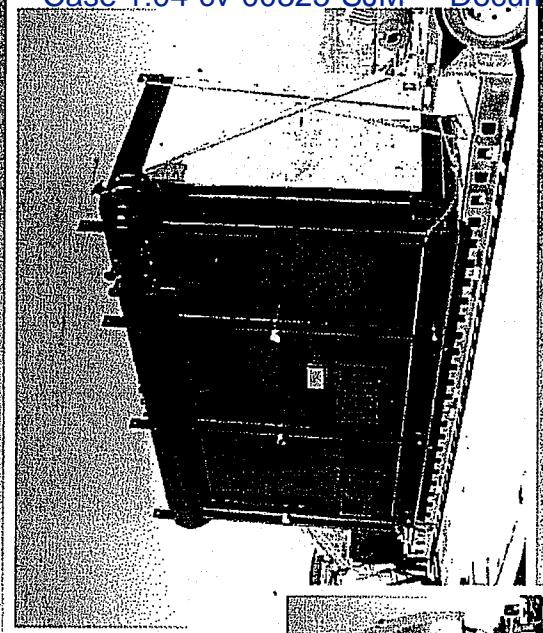
Emergency Power Systems

Field Services – 24/7

Freight & Delivery Services

Aftermarket Spare Parts – 24/7

Boiler System Solutions ...



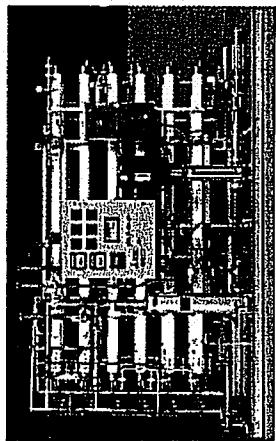
Industrial Boilers

Victory Energy has a wide variety of industrial boilers available. Municipal solid waste heat boilers, high temperature hot water boilers, firetube boilers as well as other various types for a variety of applications.



Ancillary Equipment

In addition to the boiler systems provided, we offer a wide range of auxiliary equipment to include: ductwork, main stack assemblies, heat exchangers, economizers, control systems, fuel skids, deaerators, feedwater systems and water treatment equipment.



VICTORY ENERGY OPERATIONS, LLC • P.O. BOX 638 • OWASSO, OKLAHOMA 74055
918/274-0023 • FAX 918/274-0088



2004 NATIONAL SALES MEETING AGENDA

Time:	Topic:	Presentation By:
8:30 – 9:00	Meet reps, in-formal discussion	-----
9:00 – 9:30	2004 Year in review <ul style="list-style-type: none"> - Move – in at the new facility - 2004 Sales Accomplishments - Product Sales Numbers - Keystone Product Line - HRSG Product Line <ul style="list-style-type: none"> o Ethanol Boilers o Co-gen o Coal Combustor - Increase in VEO Employees - Addition to the freight department - New Literature - New Website - Rep Stand-outs 	JCV
9:30 – 10:00	VEO <ul style="list-style-type: none"> - Corporate Flow Chart <ul style="list-style-type: none"> o Sales o Engineering o Project Management o Commission Payments o After Market Services - Growth of the Company - Where to direct inquiries - Manufacturing <ul style="list-style-type: none"> o Accomplishments o Q.C. o Schedule thru 2005 	Mark
10:00 – 10:20	Break	
10:20 – 11:00	2005 “What to Expect” <ul style="list-style-type: none"> - Targeted Markets - 2005 Sales Presentation – CD’s - Targeted Numbers – Units to Sell - Auxiliary Products – Stacks (Cat. Photo) - Open territories to be filled - New Literature – CS Series - Aftermarket parts & service contracts 	JCV & Mark
11:00 – 11:30	Open Discussion <ul style="list-style-type: none"> - Address Rep concerns & needs 	JCV & Mark
11:30	Meeting Adjourned <ul style="list-style-type: none"> - Reminder about the Hospitality Suite at Peabody Hotel 	

WICKORY ENERGY

2004 National Sales Meeting

WILCOX ENERGY

Aftermarket Parts & Service!

Complete line of spare parts available 24/7

- Burner System**

- Control System**

- Instrumentation**

- Gaskets**

- Boiler System**

- After Market Service**

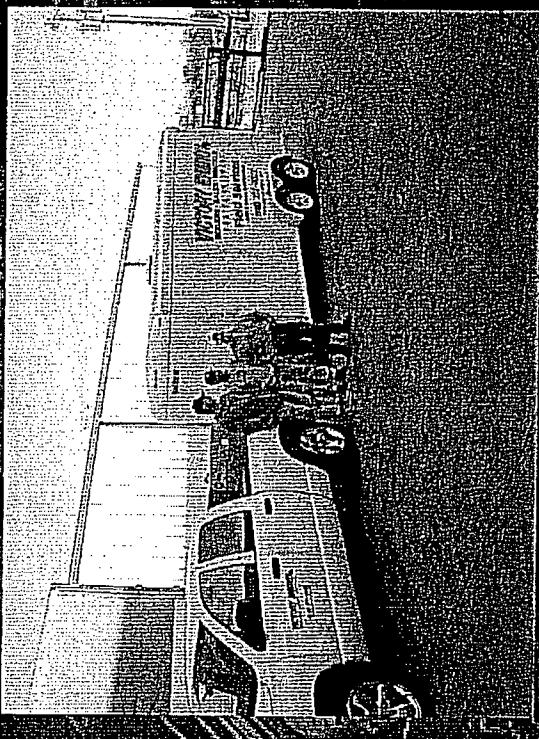
- Yearly Maintenance Agreements**

- Boiler Inspections**

- Field Service Repair**

- Warranty Service**

- Emergency Service & Repair ("R" & "S")**





Proposal No.: VE-1866r.5

SECTION 1.0**SUMMARY PROPOSAL AND TERMS****1.1 Equipment Description and Pricing**

Victory Energy is pleased to offer a Heat Recovery Steam Generation System in combination with a Solar Centaur 40 gas turbine for the South Treatment Plant in Renton, WA. A detailed description of all system components is provided in the following sections. This proposal is based on the South treatment Plant cogeneration Project specification numbers 01300, 01660, 01730 and 15559. The system will be complete and includes the following:

1. Two (2) 18,000 pph Victory Energy HRSG & Valve/ Trim Package
2. Two (2) Feedwater Economizer Systems
3. Two (2) PLC Control Systems
4. Two (2) Complete Ductwork & Stack Systems
5. Two (2) Diverter Dampers
6. Two (2) Bypass Stack Silencers

TOTAL PRICE FOR THE ABOVE DESCRIBED EQUIPMENT:

Total Freight Costs to deliver the above referenced equipment:

Start up & Commissioning:

Pricing Options (Below Prices are quoted F.O.B. Jobsite, Full Freight Allowed):

- One (1) Deaerator in accordance with section 8.0 of this proposal "Based Bid":
- One (1) Deaerator in accordance with section 8.1 of this proposal "Alt. Bid":
- One (1) Duplex Condensate System in accordance with section 9.0 of this proposal:

1.2 Warranty Protection, Start-up, and Training

Victory Energy offers *Warranty Protection* to the owner through periodic site visits during the installation of the equipment to verify compliance to our installation requirements. We can offer support and technical advice to the installing contractor regarding the equipment provided by us. Victory Energy will also provide a Victory Energy Service Technician to initially assist in the start-up, adjustment and commissioning of the equipment and system elements as well as provide training to the owner's operating personnel. The fee for the above-described services will be offered at a daily rate of _____ per man, per day during regular working hours. Additional charges for travel, lodging and expenses will be billed at our cost.

1.3 Terms & Conditions

Prices quoted are F.O.B. factory in Tulsa, OK.

Prices do not include any sales/use or any other applicable taxes.

This proposal is valid for a period of thirty (30) days.

1.3.1 Delivery

Once released to proceed on the project, we will provide engineering drawings in 4-6 weeks. Once we receive your approval to proceed with fabrication, we will ship all of the equipment within 16-18 weeks.

VICTORY ENERGY

VICTORY ENERGY OPERATIONS, LLC
 10701 E. 126TH ST. NORTH
 COLLINSVILLE, OK 74021
 (918) 274-0023
 FAX: (918) 274-0059

INVOICE

INVOICE NUMBER: 0000206-IN
 INVOICE DATE: 03/29/2006
 ORDER NUMBER: 0000462
 ORDER DATE: 03/09/2006
 SALESPERSON: CL
 CUSTOMER NO: KING

OLD TO

SHIP TO

King County
 1520 SW Grady Way
 RENTON, WA 98055

King County
 1520 SW Grady Way
 RENTON, WA 98055

CONFIRM TO: Larry Woods

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
			destination	Net 30 Day		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
E-3-005	EACH	4,000	4,000	0,000	34.870	139.48
14x18x1-1/2" Manway Gasket, Topog-e						
E-3-004	EACH	4,000	4,000	0,000	12.640	50.56
6x8x3/4" Handhole Gasket, Topog-e						
E-3-010	FT	100.000	100.000	0,000	0.540	54.00
1/2" Rope Gasket						
FRGHT						151.50
Freight Charges						

THANK YOU FOR YOUR BUSINESS!!

Net Invoice: 395.54
 Less Discount: 0.00
 Freight: 0.00

PLEASE REMIT TO: VICTORY ENERGY OPERATIONS, LLC
 PO BOX 973509
 DALLAS, TX 75397-3509

Sales Tax: 0.00
 Invoice Total: 395.54

EXHIBIT D

INVOICE BALANCE



VICTORY ENERGY OPERATIONS, LLC
P.O. Box 638 Owasso, OK 74055
Phone: 918-274-0023 Fax: 918-274-0059

200HP Firetube Steam Boiler

**Ivanpah Energy Center
Clark County, Nevada**

Presented To: **Mr. Craig Boothe**
SNC-Lavalin Constructors, Inc.
15011 NE 36th Street
Redmond, WA 98052

Date: October 6, 2004
Victory Energy Proposal No.: VE-1973 Rev. 1

EXHIBIT E



Proposal No.: VE-1973 Rev. 1

SECTION 1.0 SUMMARY PROPOSAL AND TERMS

1.1 Equipment Description and Pricing

Victory Energy is pleased to offer the following equipment to SNC-Lavalin Construction, Inc. for the Ivanpah Energy Center. The system will be complete and includes the following:

1. One (1) Superior Boiler, Model Mohawk, 200 HP Firetube Steam Boiler.
2. One (1) Industrial Combustion High Efficiency Gas Burner
3. One (1) BFS Industries, Model 7MS-130 Duplex Deaerator System

TOTAL PRICE FOR ABOVE BOILER WITH 150 PSI DESIGN PRESSURE:	\$ 72,031.00
---	---------------------

Freight Estimate (Boiler):	\$ 2,600.00
Freight Estimate (Deaerator):	\$ 1,700.00

A detailed description of all system components is provided in the following sections.

1.2 Start up and Training Services

Once the equipment is installed by others and ready for operation, we will offer to provide a Victory Energy technician to initially assist in the start-up and training for all equipment supplied by Victory Energy. Additionally, we will also offer our services in the commissioning of the equipment outlined within this proposal. The service charges for start-up and training will be offered at a daily rate of **\$1,200.00/ 8 hr. day, per man, plus travel and expenses at cost.**

1.3 Terms & Conditions

Prices quoted are F.O.B. factory with freight not included.

Prices do not include any sales/use or any other applicable taxes.

This proposal is valid for a period of (30) thirty days.

1.3.1 Delivery

Once released to proceed on the project, we will provide engineering drawings in 2-3 weeks. Once we receive your approval to proceed with fabrication, we will ship all of the equipment within 10-12 weeks.



Proposal No.: VE-1973 Rev. 1

1.3.2 Payment Schedule

- 25% Deposit and receipt of purchase order
- 15% Upon submittal for approval of the following drawings:
 - General Arrangement Drawings
 - Foundation Loading Drawings
 - P&ID
- 30% Upon Receipt of major materials (major materials include; furnace & outer-wall membrane tubes & drum assemblies)
- 20% Upon successful completion of the boiler hydrostatic test
- 10% Upon equipment shipment of the packaged boiler

All payments will be due net 30 days with the exception of the initial deposit, which is due upon receipt of invoice.

We certainly appreciate the opportunity to present our proposal, and trust that it meets with your approval. If you should have any questions or comments, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,
Victory Energy Operations, LLC

Lee R. Cole

Lee R. Cole
Sales Engineer



Proposal No.: VE-1973 Rev. 1

SECTION 2.0**BOILER SPECIFICATIONS****2.1 Boiler General**

We will provide one (1) Superior Boiler Works model 4-5-1024-S150-IC-G, Three pass, Dryback, Mohawk firetube boiler. The boiler will have a design pressure of 150 PSIG and a maximum output rating of 6,900 pounds of steam per hour or 200 boiler horsepower. The packaged boiler will be provided with all standard features necessary for safe operation and as follows:

2.2 Trim

- McDonnell & Miller Low Water Cutoff, Alarm Contacts, Water Level Gauge Glass, Try Cocks and Blowdown Valve., MM157
- Probe Type Auxiliary Low Water Cut Off with a Manual Reset, 26MBI
- Honeywell L404A Operating Pressure Control
- Honeywell L404C High Limit Pressure Control
- Honeywell L91B Firing Rate Control
- Corrugated Furnace
- 2" Thick Mineral Fiber Insulation
- 22 Gauge Galvanized Steel Jacket
- Safety Valves, Kunkle (shipped loose)
- 6.0" Steam Pressure Gauge, 0-300 PSIG Range
- One (1) Set of 1.25" Everlasting Blowdown Valves, (2 Quick Opening, 1 Slow Opening) Mounted at the Factory
- One (1) Feedwater Gate Valve, 2"
- One (1) Feedwater Check Valve, 2"



Proposal No.: VE-1973 Rev. 1

SECTION 3.0

HIGH EFFICIENCY BURNER

3.1 General

We will provide the Superior boiler with an Industrial Combustion high efficiency burner capable of firing Natural Gas, as manufactured by Industrial Combustion, Monroe, WI. The burner will be completely assembled, wired and tested at the factory. The burner will be UL/CSD-1/FM and IRI compliant and is being offered with the following components:

3.2 Controls

1. 120/1/60 Control Circuit
2. Remote Control Panel with junction box mounted on burner
3. Motor Starter
4. Panel Signal Lights including:
 1. Power On
 2. Main Fuel
 3. Ignition
 4. Flame Failure
5. Full Modulation with Manual Potentiometer (135 OHM)
6. Flame Safeguard with UV Scanner, Display and Observation Window:
 1. Fireye E110/ED510-EP160
7. Combustion Air Interlock Switch
8. High Fire Air Interlock Switch
9. Alarm Horn with Silencing Switch

3.3 Main Gas System

1. Two (2) Butterfly Rate Control Valves
2. Two (2) Motorized Valves, one with Proof of Closure Interlocks
3. Two (2) Gas Shutoff Cocks
4. High and Low Gas Pressure Switches
5. Normally Open Vent Valve
6. One (1) Main Gas Regulator

3.4 Gas Pilot System

1. Gas/Electric Ignition
2. Shutoff Cock
3. Separate Pilot Regulator and Valve, 10 P.S.I.
4. Additional Pilot Gas Valve and Normally Open Vent Valve

3.5 Miscellaneous Components

1. 3450 RPM Blower Motor and Aluminum Impeller
2. Burner Mounting Flange
3. Refractory Combustion Cone
4. Cam Trim- U.L. Listed



Proposal No.: VE-1973 Rev. 1

SECTION 4.0**DEAERATOR****4.1 General**

We will supply one (1) 6,900 PPH Deaerator. Two (2) pumps (1 is stand by) to serve the 200HP boiler operating at 125psig. Pump discharge pressure is 130psig, on/off operation.

1 – Model #7MS-130 Duplex Zer-O-Pac system complete consisting of:

1 – 7,000 PPH Spray Type deaerator having a capacity of 155 gallons of deaerated water storage to overflow. Vessel designed, constructed, and stamped accordance with ASME for 50 psig. Storage tank complete with:

- (1) water inlet control valve
- (1) internal mechanical float level control
- (1) overflow trap sized to pass the rated capacity of flashing water at deaerator operating pressure
- (1) steam inlet pressure reducing valve
- (1) sentinel relief valve
- (1) set safety type water glass gauge
- (1) water inlet pressure gauge with pigtail
- (1) steam pressure gauge with pigtail
- (1) storage section thermometer
- (1) manual vent valve
- (1) vacuum breaker
- (1) high level alarm switch
- (1) low level alarm switch

2 - #G319, 19 stage, stainless fitted, centrifugal pumps equipped with high temperature mechanical seals. Each pump will have a capacity of 21gpm @ 316' TDH. Pumps will be mounted on formed steel unit base and close coupled to:

2 – 3hp, 460 volt, 60 hertz, 3phase, 3500rpm vertical, TEFC motors

1 – 5' high structural steel tank support stand

1 – Control panel, Model #D-9-460 in NEMA 4 enclosure, complete with:

- (2) Magnetic across-the-line starters, each having
 - 3-phase protection
 - HOA switch
 - Fuse block
 - Running light
- (1) Control circuit transformer
- (1) High/low level alarm system complete with high level light, low level light, horn and silencing switch
- (1) Duplex selector switch

1 – Set sch. 40 pump suction piping from common header with all necessary fittings and:

- (2) gate valves
- (2) expansion couplings
- (2) y-type strainers
- (2) pump discharge pressure gauges

Above system will be completely packaged. Panel will be mounted on stand and wired to motors.

Note: Tank will be removed from stand after assembly to facilitate shipping.

RECOMMENDED SPARE PARTS LIST



VICTORY ENERGY OPERATION, LLC.
 10701 E. 126th St. N.
 COLLINSVILLE, OK 74021
 TEL: (918) 274-0023 FAX: (918) 274-0059

RECOMMENDED SPARE PARTS

PART #	CUST TAG	DESCRIPTION	QTY	PRICE EA.	TOTAL
VE-10-098		CLARK RELAINE WATER COLUMN CAP GASKETS	2	\$6.75	\$13.50
VE-10-022		CLARK RELIANCE WATER COLUMN PROBES	4	\$154.12	\$616.48
VE-10-015		CLARK RELAINE WATER COLUMN ECID RELAYS	1	\$271.12	\$271.12
VE-10-078		WATER GAGE VALVE REPAIR KIT	1	\$115.87	\$115.87
VE-10-016-1		WATER GAGE VALVE PACKING	2	\$6.75	\$13.50
VE-10-099		PRISMATIC GAGE GLASS REPAIR KIT	1	\$91.15	\$91.15
VE-10-017		CLARK RELIANCE FLOT SWITCH GASKETS	2	\$6.75	\$13.50
VE-10-018		CLARK RELIANCE FLOT SWITCH GASKETS	1	\$222.75	\$222.75
VE-1-045		ASHCROFT HIGH STEAM PRESSURE SWITCH	1	\$597.75	\$597.75
VE-10-100		ASHCROFT FW IN/OUT ECON THERMOMETER	1	\$136.45	\$136.45
VE-10-081		FLUE GAS STACK THERMOMETER	1	\$245.16	\$245.16
TO ORDER ANY OR ALL OF THE SPARE PARTS LISTED CONTACT:			SUB TOTAL:		\$2,337.23
KEVIN OSBORN TEL: 918-274-0023 FAX: 918-274-0059					
EMAIL: KOSBORN@VICTORYENERGYINC.COM			TOTAL:		\$2,582.39

CHRISTIAN POWER EQUIPMENT, INC.

1840 San Miguel, #203 • Walnut Creek, CA 94596

Alan W. Christian

925-943-7444
Mobile: 916-813-0541
Fax: 925-943-7463
E-mail: alan@cpower.net
Web: cpower.net

ATS EXPRESS, LLC	HRSGs, SCRs, Heaters
TGM	Steam Turbines & Generators
CLYDE-BERGEMANN/COPES-VULCAN	Scotblowers
SPX:DeZURIK	Control Valves
COFLEXIP	Tank Drain & Foam Lines
ECO-TEC INC.	Deminerlizers
ENVIRONEX	Catalyst Testing
EST	Pipe & Tube Plugs
FLUID ENGINEERING	Strainers & Filters
FORNEY CORPORATION	CEMS, Burners & Controls
GRAHAM CORPORATION	Condensers, Ejectors, Exchangers
INDUSTRIAL ACOUSTICS COMPANY	Noise Control
JENSEN MIXERS INTERNATIONAL	Mixers – Side & Top Entry
INDECK KEYSTONE	Zum Boilers
MARLEY	Cooling Towers, ACCs
MONSANTO ENVIRO-CHEM	Mist Eliminators, Scrubbers
PROTON ENERGY SYS.	Hydrogen Generators
VICTORY ENERGY	Package Boilers
WATERS EQUIPMENT CO.	Condensate/Water Sampling

EXHIBIT F



INDECK KEYSTONE ENERGY, LLC

5300 Knowledge Parkway, Suite 200
Erie, PA U.S.A. 16510-4660
1-800-322-5995 FAX 814-897-1089
info@keystone-energy.com

SHIP TO: VICTORY ENERGY OPERATIONS LLC
10701 E 126TH ST. NORTH
COLLINSVILLE, OK 74021

BILL TO: VICTORY ENERGY OPERATIONS LLC
10701 E 126TH ST. NORTH
COLLINSVILLE, OK 74021

PACKING COPY	
ORDER NUMBER	PAGE
21604	COMPLETED
ORDER DATE	CARRIER
4-Feb-2005	BEST WAY
PURCHASE ORDER NUMBER	CURRENCY
7463362	USD
AGENT	PROJECT MANAGER
HOME OFFICE	
PAYMENT TERMS	FREIGHT TERMS
NET 30	PREPAID & ADD
F.O.B.	GENERAL ORDER NUMBER
ERIE, PA.	
SALES PERSON	PHONE NUMBER
J FULLER	814-464-1204
EMAIL	JOLDACH@KEYSTONE-ENERGY.COM

LINE	ITEM NUMBER / DESCRIPTION	SCHEDULED DATES	QTY	UNIT PRICE	EXTENDED PRICE
1	80244-2020 OIL TUBE PER DWG #BSB-35	25-Feb-05	1	EA	
<p>SHIPPING NOTES: SHIPMENTS RECEIVED FROM 8:00 - 11:00 AM AND 1:00 - 4:00 PM MONDAY THRU FRIDAY</p> <p>MARK SHIPMENT JOB# 362 - PO# 7463362</p>					
TOTAL					

THIS ACCEPTANCE IS EXPRESSLY CONDITIONAL UPON BUYER'S ASSENT TO SELLER'S
ATTACHED TERMS AND CONDITIONS OF SALE.

Thank you for your valued order,
INDECK KEYSTONE ENERGY, LLC

EXHIBIT G

INDECK®

INDECK KEYSTONE ENERGY, LLC
5300 KNOWLEDGE PARKWAY, SUITE 200
ERIE, PA U.S.A. 16510-4660
PHONE (814) 452-6421
FAX (814) 897-1089

362-7463

KIN0010565

INVOICE DATE

02/25/05

SOLD
TO: Victory Energy
10701 E. 126th ST. North
Collinsville, OK 74021

SHIP
TO: Victory Energy
10701 E. 126th ST. North
Collinsville, OK 74021

ORDER NO.	CUSTOMER NO.	SALESPERSON	CUSTOMER ORDER NUMBER	PROJECT NO.	SHIP VIA	
QTY. ORDERED	QTY. SHIPPED	QTY. B.O.	ITEM NO./DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
	1		OIL TUBE PER BSB-35	Each	265.00	265.00
	1		SHIPPING & HANDLING		8.84	8.84
			SHIPPED VIA UPS ON 25-FEB-2005 IKE REF# KPS631 — A21604			
			SHIPPING NOTES: SHIPMENTS RECEIVED FROM 8:00 - 11:00 AM AND 1:00 - 4:00 PM MONDAY THRU FRIDAY			
			MARK SHIPMENT JOB# 362 - PO# 7463362			
				Received:	48	Date: 3-31-05
				Shipment Rec'd:	45	Date: 3-23
				Approved:	✓	Date: 3-28
				Entered:	HC	Date: 3-28

COMMENTS

SALE AMOUNT

*We reserve the right to charge
2% interest per month on all
past due accounts.*

508

TERMS

CALENDAR

www.ebay.com Net 30 Days

273.84

卷之三



INDECK KEYSTONE ENERGY, LLC

5300 KNOWLEDGE PARKWAY
ERIE, PA 16510
TEL: 800-322-5995
FAX: 814-897-1089

REMIT TO: 1111 S. WILLIS AVE WHEELING, ILLINOIS 60090

SHIP VICTORY ENERGY OPERATIONS LLC
TO: 10701 EAST 126TH STREET NORTH
COLLINSVILLE, OK 74021

BILL VICTORY ENERGY OPERATIONS LLC
TO: 10701 EAST 126TH STREET NORTH
COLLINSVILLE, OK 74021

INVOICE	
INVOICE NUMBER	PAGE
21455-INV001	1
DATE	
13-Dec-04	
PURCHASE ORDER #	
6864282 JOB#282	
SALES ORDER /PROJECT NUMBER	
21455	
AGENT	HOME OFFICE
TERMS	F.O.B.
NET 30	ERIE, PA
SHIP VIA	WATKINS
SHIP DATE	DUE DATE
10-Dec-2004	11-Jan-05

LINE	DESCRIPTION	ORDERED	QUANTITY		UNIT PRICE	EXTENDED PRICE							
			BACK ORD	SHIPPED									
1	99276-2046 5" X 6" X 2FT CHEVRON NEST	14	0	14	245.00	3,430.00							
2	99276-1800 5" X 6" LOOSE CHEVRON PLATES	20	0	20	2.00	40.00							
TAG ALL BOXES, PALLETS WITH :													
6864282 JOB# 282													
<table border="1"> <tr> <td>Received: <i>RBW</i></td> <td>Date: 12/17/04</td> </tr> <tr> <td>Shipment Rec'd: <i>SS</i></td> <td>Date: 12/21</td> </tr> <tr> <td>Approved:</td> <td>Date:</td> </tr> <tr> <td>Entered: <i>RBW</i></td> <td>Date: 12/28</td> </tr> </table>						Received: <i>RBW</i>	Date: 12/17/04	Shipment Rec'd: <i>SS</i>	Date: 12/21	Approved:	Date:	Entered: <i>RBW</i>	Date: 12/28
Received: <i>RBW</i>	Date: 12/17/04												
Shipment Rec'd: <i>SS</i>	Date: 12/21												
Approved:	Date:												
Entered: <i>RBW</i>	Date: 12/28												
<i>RBW</i>													
FEDERAL TAX ID NUMBER: #37-1495326		SUBTOTAL 3,470.00		TAX	SHIPPING/HANDLING 122.16	TOTAL 3,592.16							

ORIGINAL

WATKINS

Carrier

at DECEMBER 10, 200420from LAMJEN INC FOR INDECK KEYSTONE ENERGY

The property described below in equivalent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery of said destination, if in its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property (over all or any portion of said route) in destination and as to each party at any time interested in all or any said property, that only service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a truck-carrier shipment, or (2) in the applicable motor-carrier classification or tariff if this is a motor-carrier shipment.

Shipper hereby certifies that he is familiar with the terms and conditions of the said bill of lading, including those on the back thereof, and (b) in the classification or tariff which governs the transportation of this shipment; and the said terms and conditions are hereby agreed to by the shipper and accepted by himself and his carrier.

Consigned to VICTORY ENERGY OPERATIONS LLC

10701 EAST 126TH STREET NORTH

(Mall or street address of consignee For purposes of notification only.)

Destination COLLINSVILLEState OKZip Code 74021

County _____

Delivery Address *

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route _____

Delivering Carrier

Car or Vehicle Initials

No.

No. Packages		Weight (Sub. to Cor.)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without reduction on the consignee, the consignor shall sign the following statement:
1	BOILER PARTS	350#			The consignor shall make delivery of this shipment without payment of freight and all other lawful charges.
	PO# 6864282 ORDER# 21455				(Signature of Consignor)
					Freight charges are not paid unless marked collect.
					<input checked="" type="checkbox"/> CHECK BOX IF COLLECT
	THIRD PARTY BILL TO INDECK KEYSTONE ENERGY				

WATKINS**ERI-098340****SHIPPERS COPY**

Bottle signature acknowledges receipt of freight bill. Terms & conditions of this contract and/or tariffs apply.

bill of lading state
willing the agreed or
to be not exceeding
14706(c)(1)(A) and (B).

71085

12-10-04

1 PLT

SN 14 1520

Agent or Carrier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

TJM

LAMJEN INC FOR IKE

Shipper, per ROXANE WITOSKYAgent, per K. Kellermann

Permanent post-office address of shipper

1514 VESHECCO DRIVE

ERIE PA 16501

REDFORM, 6S695/6P695 Rev. 3/00

APRIL - DEC 2000 / APRIL - APRIL 2001

carbonless



TRACKING NUMBER

ERI-098340

★ W W A T ★

(Sign to Acknowledge Receipt of the Above Services)

DATE	DEST	CP	TH	BI	C/L PAYABLE	WML REV.	NON-REC.	TRAILER	EXC CODE	COD
121004	TUL	P	1	3				14361	X0	
VICTORY ENERGY OPERATIONS, LLC 10701 EAST 126TH STREET N COLLINGVILLE OK 74021 LAMJEN INC FOR INDECK KEYSTONE 1514 VESHECCO DRIVE ERIE PA 16504										
CONSIGNEE DEL STOP # *** APPOINTMENT CONFIRMATION ***										
SHIPPER										
HNDL-UNIT										
PIECES										
DESCRIPTION AND MARKS										
KEYWORD CODE										
WEIGHT/LBS.										
RATE										
CHARGES										
RECEIVED ABOVE PROPERTY IN GOOD CONDITION										
RECEIVER SIGNATURE: <i>Mike Faro</i>										
RECEIVER NAME (PRINT): <i>MIKE FARO</i>										
CONSIGNEE RECEIPT/3										
STRETCHWRAP INTACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO TIME: <i>11:05</i>										
PCS DELIVERED <i>10</i> DEL-DATE <i>12/14/04</i> DRIVER SIGNATURE										
OSD/EXC. NBR <i>10</i> UNIT <i>16361</i>										

INDECK KEYSTONE ENERGY,LLC



5300 Knowledge Parkway, Suite 200
Erie, PA U.S.A. 16510-4880
1-800-322-5995 FAX 814-897-1089
info@keystone-energy.com

SHIP TO: VICTORY ENERGY OPERATIONS LLC
10701 EAST 126TH STREET NORTH
COLLINSVILLE, OK 74021

BILL TO: VICTORY ENERGY OPERATIONS LLC
10701 EAST 126TH STREET NORTH
COLLINSVILLE, OK 74021

PACKING COPY	
ORDER NUMBER	PAGE
21455	1
ORDER DATE	CARRIER
6-Dec-2004	BESTWAY
PURCHASE ORDER NUMBER	CURRENCY
6864282 JOB# 282	USD
AGENT	PROJECT MANAGER
HOME OFFICE	
PAYMENT TERMS	FREIGHT TERMS
NET 30	COLLECT
F.O.B.	GENERAL ORDER NUMBER
ERIE, PA.	
SALES PERSON	PHONE NUMBER
J FULLER	814-464-1204
EMAIL	JOLDACH@KEYSTONE-ENERGY.COM

THIS ACCEPTANCE IS EXPRESSLY CONDITIONAL UPON BUYER'S ASSENT TO SELLER'S ATTACHED TERMS AND CONDITIONS OF SALE.

Thank you for your valued order,
INDECK KEYSTONE ENERGY, LLC

PURCHASE ORDER

VICTORY ENERGY

PAGE: 1

VICTORY ENERGY OPERATIONS, LLC
 10701 E. 126TH ST. NORTH
 COLLINSVILLE, OK 74021
 (918) 274-0023
 FAX: (918) 274-0059

P.O. NUMBER: 6864282
 ORDER DATE: 12/03/04
 Job Number: 0000282

VENDOR NO.: INDEKEY

ENDOR:

INDECK KEYSTONE, LLC
 5300 KNOWLEDGE AVE
 STE 200
 Erie, PA 16510

SHIP TO:

Victory Energy Operations, LLC
 10701 E126th St. North
 Collinsville, OK 74021

CONFIRM TO: JANET FULLER

Fax 814-897-1089

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS			
12/22/04	SEE BELOW	FACTORY	SPECIAL TERMS/PURCHASE ORDER			
ITEM NO.	UNIT	ORDERED	RECEIVED	BACK ORDER	UNIT COST	AMOUNT
00001 DRPSHP	EACH	14,000	0.000	0.000	245.000	3,430.00
21'0" BUNDLE OF 5" X 6" CHREVONS						
00002 DRPSHP	EACH	20,000	0.000	0.000	2.000	40.00
5" X 6" CHEVRON PLATE						

SHIP VIA: BEST WAY THIRD PARTY BILLING

1. NO INVOICES SHALL BE ACCEPTED WITHOUT RECEIPT OF THIS ORDER ACKNOWLEDGEMENT. PLEASE FAX BACK THE ORDER ACKNOWLEDGEMENT TO TIM BURKE AT 918-274-0059 OR EMAIL AT tburke@victoryenergyinc.com.
2. ANY QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO JAY MCCONAUGHEY OF VICTORY ENERGY OPERATIONS, LLC @ 918-274-0023.
3. ALL ITEM'S BOXES, PALLETS ETC MUST BE TAGGED WITH VEO'S PO# AND JOB#
4. VEO JOB# 282.
5. INVOICES MUST BE TAGGED WITH VEO'S PO# AND JOB#

12-14-04
 Mike Pope
 COMPLETED
 DEC 16 RECD

CONFIRMING ORDER DO NOT DUPLICATE!

AGREED AND ACCEPTED

DATE

Net Order:	3,470.00
Sales Tax:	0.00
Freight:	0.00
	3,470.00

SHIPMENTS RECEIVED FROM 8:00 - 11:00 AM
 AND 1:00 - 4:00 PM
 MONDAY THROUGH FRIDAY

INDECK KEYSTONE ENERGY,LLC



5300 Knowledge Parkway, Suite 200
Erie, PA U.S.A. 16510-4660
1-800-322-6995 FAX 814-897-1089
info@keystone-energy.com

SHIP TO: VICTORY ENERGY OPERATIONS LLC
10701 EAST 126TH STREET NORTH
COLLINSVILLE, OK 74021

BILL TO: VICTORY ENERGY OPERATIONS LLC
10701 EAST 126TH STREET NORTH
COLLINSVILLE OK 74021

ACKNOWLEDGMENT	
ORDER NUMBER	PAGE
21455	1
ORDER DATE	CARRIER
6-Dec-2004	BESTWAY
PURCHASE ORDER NUMBER	CURRENCY
6864282 JOB# 282	USD
AGENT	PROJECT MANAGER
HOME OFFICE	
PAYMENT TERMS	FREIGHT TERMS
NET 30	COLLECT
F.O.B.	GENERAL ORDER NUMBER
ERIE, PA.	
SALES PERSON	PHONE NUMBER
J FULLER	814-464-1204
EMAIL	JOLDACH@KEYSTONE-ENERGY.COM

LINE	PART NUMBER	DESCRIPTION	SCHEDULED DATES	CITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	99276-2046	5" X 6" X 2FT CHEVRON NEST	30-Dec-04	14	EA	245.00	3,430.00
2	99276-1800	5" X 6" LOOSE CHEVRON PLATES	30-Dec-04	20	EA	2.00	40.00
TAG ALL BOXES, PALLETS WITH :							
68642B2 JOB# 282							
<i>Attn: Jim Burke</i>							
TOTAL						\$	3,470.00

**THIS ACCEPTANCE IS EXPRESSLY CONDITIONAL UPON BUYER'S ASSENT TO SELLER'S
ATTACHED TERMS AND CONDITIONS OF SALE**

Thank you for your valued order.
INDECK KEYSTONE ENERGY, LLC

DATE	INVOICE No.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
12/13/2004	1455INV001		3,592.16	0.00	3,592.16

VICTORY ENERGY

CHECK: 020479 01/21/2005 INDECK KEYSTONE, LLC

T O T A L

3,592.16

KIN0010862

1

INDECK

INVOICE

INDECK KEYSTONE ENERGY, LLC
 5300 KNOWLEDGE PARKWAY, SUITE 200
 ERIE, PA U.S.A. 16510-4660
 PHONE (814) 452-6421
 FAX (814) 897-1089

PLEASE REMIT TO:

INDECK KEYSTONE ENERGY, LLC
 1111 S. WILLIS AVENUE
 WHEELING, ILLINOIS 60090

05/27/05

JVE-344

SOLD TO: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

SHIP TO: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

ORDER NO.	CUSTOMER NO.	SALESPERSON	CUSTOMER ORDER NUMBER	PROJECT NO.	SHIP VIA	
KS00010100	KCU0000245		Royalty#001	-J001019		
QTY. ORDERED	QTY. SHIPPED	QTY. B.O.	ITEM NO./DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
	1		This invoice is for the initial (60%) Royalty Payment for the Ware Inc. project. Purchase Order Date: 05/01/05 One (1) Keystone Boiler Keystone 15M	ea	6,461.06	6,461.06

Received:	<i>JVE</i>	Date: 05/05/05
Shipment Rec'd:	<i>JVE</i>	Date:
Approved:	<i>JVE</i>	Date: 05/05/05
Entered:	<i>JVE</i>	Date: 05/05/05

COMMENTS

We reserve the right to charge
 2% interest per month on all
 past due accounts.

F.O.B.

TERMS

SALE AMOUNT

6,461.06

SALES TAX

TOTAL

6,461.06

COMPLETED

Indeck Keystone Energy, LLC

5300 Knowledge Parkway
 Suite 200
 Erie, PA 16510-4660
 Phone: 800-322-5995
 Fax: 814-897-1089
 e-Mail: info@ideck-keystone.com

SALES ORDER / PICK LIST

Sales Order Number: KPS0001078

Sales Order Date: 06/01/05

Page: 1

8658-
282

JB

Bill To: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

Ship To: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

Phone: 918 274 0023

Fax: 918 274 0059

Your Account No:	Your Reference No:	Int. Reference No:	Salesperson:
KCU0000245	8658282		Janet Fuller

Payment Terms:	Shipment Method:	Freight Terms:	FOB:
Net 30 Days	BEST WAY	Prepaid	Shipping Pt.

Part Number / Line Description	General Order Sales Rep	UOM	Ship Dates	Qty. to Pick	Quantity Picked
1 99276-2046 5" X 6" X 2' CHEVRON NEST	NON-GO Hudson Rush Company	Each	06/13/05	10	10
2 99276-1800 5" X 6" LOOSE CHEVRON PLATES		Each	06/13/05	20	20

TAG SHIPMENT:
 PO#8658282 - JOB #282

Rec Area WEST End

P.O. 8658

JN 282

REC 6-21-05

Tanner

PURCHASE ORDER

VICTORY ENERGY

VICTORY ENERGY OPERATIONS, LLC
 10701 E. 126TH ST. NORTH
 COLLINSVILLE, OK 74021
 (918) 274-0023
 FAX: (918) 274-0059

P.O. NUMBER: 8658282
 ORDER DATE: 06/01/05
 Job Number: 0000282

VENDOR NO.: INDKEY

SHIPPING TO:	SHIP TO:
INDECK KEYSTONE, LLC 5300 KNOWLEDGE AVE STE 200 Erie, PA 16510	Victory Energy Operations, LLC 10701 E126th St. North Collinsville, OK 74021
ONE FIRM TO: JANET FULLER	Fax 814-897-1089

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS			
06/15/05	SEE BELOW	FACTORY	Net 30 Days			
00001 DRPSHP	EACH	10.000	0.000	0.000	250.000	2,500.00
2'-0" BUNDLE OF 5" X 6" CHEVRONS						
00002 DRPSHP	EACH	20.000	0.000	0.000	3.000	60.00
5" X 6" CHEVRON PLATE						

SHIP VIA: BEST WAY THIRD PARTY BILLING

NET 30

1. NO INVOICES SHALL BE ACCEPTED WITHOUT RECEIPT OF THIS ORDER ACKNOWLEDGEMENT. PLEASE FAX BACK THE ORDER ACKNOWLEDGEMENT TO TIM BURKE AT 918-274-0059 OR EMAIL AT TBURKE@VICTORYENERGYINC.COM
2. ANY QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO TIM BURKE OF VICTORY ENERGY OPERATIONS, LLC @ 918-274-0023
3. ALL ITEM'S BOXES PALLETS, ETC MUST BE TAGGED WITH VEO'S PO# AND JOB#
4. VEO JOB# 282
5. INVOICES MUST BE TAGGED WITH VEO'S PO# AND JOB#

CONFIRMING ORDER! DO NOT DUPLICATE!

AGREED AND ACCEPTED

DATE

Net Order:	2,560.00
Sales Tax:	0.00
Freight:	0.00
	2,560.00

SHIPMENTS RECEIVED FROM 8:00 - 11:00 AM
 AND 1:00 - 4:00 PM
 MONDAY THROUGH FRIDAY



INVOICE

8658-282

KIN0010925

1

INVOICE DATE

06/20/05

INDECK KEYSTONE ENERGY, LLC
 5300 KNOWLEDGE PARKWAY, SUITE 200
 ERIE, PA U.S.A. 16510-4660
 PHONE (814) 452-6421
 FAX (814) 897-1089

PLEASE REMIT TO:

INDECK KEYSTONE ENERGY, LLC
 1111 S. WILLIS AVENUE
 WHEELING, ILLINOIS 60090

SOLD TO: Victory Energy
 10701 E. 126th ST
 Collinsville, OK 74021

Received: EH	Date: 6-24-05
Shipment Rec'd:	Date:
Approved: <i>[Signature]</i>	Date: SHIP
Entered: <i>[Signature]</i>	TO: Victory Energy Date: 6-29-05 10701 E. 126th ST. North Collinsville, OK 74021

Due - 7/20/05

ORDER NO.	CUSTOMER NO.	SALESPERSON	CUSTOMER ORDER NUMBER	PROJECT NO.	SHIP VIA	
		KCU0000245	Janet Fuller	8658282		Watkins Motor
QTY. ORDERED	QTY. SHIPPED	QTY. B.O.	ITEM NO./DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
10			5" X 6" X 2' CHEVRON NEST	Each	250.00	2,500.00
20			5" X 6" LOOSE CHEVRON PLATES	Each	3.00	60.00
1			SHIPPING & HANDLING		345.25	345.25
TAG SHIPMENT: PO#8658282 - JOB #282 SHIPPED VIA WATKINS 17-JUN-2005 INDECK REF# KPS1078						

COMMENTS

SALE AMOUNT

2,905.25

We reserve the right to charge
 2% interest per month on all
 past due accounts.

F.O.B.

SALES TAX

TERMS

TOTAL

2,905.25

CARRIER: WATKINS MOTOR LINES

BOL#: 11874871		PRO#:	WATKINS ERI-103139 SHIPPER'S COPY
SHIPPER Lamjen, Inc. 1514 Veshecca Drive Erie, PA 16501 PHONE: (814) 459-5277 FAX: CONTACT: Roxane Witosky		 <small>PRINTED ONCE FOR DOCUMENTATION PURPOSES AND IS NOT A CONTROL NUMBER FOR THIS SHIPMENT.</small>	
CONSIGNEE VICTORY ENERGY 10701 E 128TH ST NORTH Collinville, OK 74021 RECIPIENT PHONE: (918) 274-0059 RECIPIENT FAX: RECIPIENT CONTACT:		PICKUP DATE 6/17/2005	READY TIME 4PM - 11PM
		P.O. NO. (Other references if applicable) 8669282	Shipper Locator Information KPS1078
Bill Third Party PREPAID To: FPC P.O.Box 25547 Overland Park, KS 66225-5547			

SPECIAL INSTRUCTIONS

NO. OF PACKAGES	KIND OF PACKAGE	HM	DESCRIPTION OF PRODUCT	NMFC Item#	CLASS	WEIGHT (lbs)
1	Pallet ²		BOILER PARTS (4RL 48W 40H)		150	263

²Stackable ³Non-Stackable⁴An X in the H. M. column indicates Hazardous MaterialTotal Weight
(subject to correction) **263**

Note - When the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically

stated by the shipper to be not exceeding:

5 PER

Received at the point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and declared, as indicated above, which the carrier agrees to carry and to deliver to the consignee at the same destination, if on its route or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions of this bill of lading not prohibited by law, whether printed or written, which are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to classifications and tariffs established by the carrier and are available to shipper upon request. This notice supersedes and negates any claimed oral or written contract, promise, representation, or understanding between parties, except to the extent of any written contract signed by both parties to the contract.

I hereby declare that the contents of this consignment are fully accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport according to applicable international and national government regulations. Any unauthorized alteration or use of this bill of lading or the tendering of this shipment to any carrier other than that designated by company may VOID company's obligations to make any payments relating to this shipment and VOID all rate quotes.

SHIPPER: Lamjen, Inc.

CARRIER: WATKINS MOTOR LINES 1187485

SIGNATURE

Roxane Witosky

SIGNATURE

Roxane Witosky

LIAF#

UNITS

RECEIVED

All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges relating to this shipment.

STRAIGHT BILL OF LADING (ORIGINAL NON-NEGOTIABLE)

CUSTOMER AGREES TO THE ORGANIZATION'S TERMS AND CONDITIONS, WHICH CAN BE FOUND AT
WWW.FREIGHTPAYMENT.COM

In case of pickup issues: Carrier's local terminal phone number is 814-456-9494.

814-456-7249

TOTAL P.03

Indeck Keystone Energy, LLC

5300 Knowledge Parkway
 Suite 200
 Erie, PA 16510-4660
 Phone: 800-322-5995
 Fax: 814-897-1089
 e-Mail: info@indeck-keystone.com

SALES ORDER ACKNOWLEDGEMENT

Sales Order Number: KPS0001078

Sales Order Date: 06/01/05

Page: 1

Bill To: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

Ship To: Victory Energy
 10701 E. 126th ST. North
 Collinsville, OK 74021

*Attn:
 Tim
 Burke*

Phone: 918 274 0023

Fax: 918 274 0059

Your Account No:
KCU0000245Your Reference No:
8658282

Int. Reference No:

Salesperson:
Janet Fuller*ICB*Payment Terms:
Net 30 DaysShipment Method:
BEST WAYFreight Terms:
PrepaidFOB:
Shipping Pt.

Line	Part Number / Description	UOM	Ship Dates	Quantity	Unit Price	Ext. Price
	General Order Sales Rep	NON-GO Hudson Rush Company		2- 282 6- 380		
1	99276-2046 5" X 6" X 2' CHEVRON NEST	Each	06/13/05	10	250.00	2,500.00
2	99276-1800 5" X 6" LOOSE CHEVRON PLATES	Each	06/13/05	20	3.00	60.00

TAG SHIPMENT:
 PO#8658282 - JOB #282

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	2,560.00
0.00	2,560.00	Invoice Discount:	0.00
		Sales Tax:	0.00
		Total:	2,560.00

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
05/27/2005	KIN0010862		6,461.06	0.00	6,461.06
06/20/2005	KIN0010925		2,905.25	0.00	2,905.25



CHECK: 022467 07/22/2005 INDECK KEYSTONE, LLC

T O T A L

9,366.31

P47 (11/03) BEST SOFTWARE

EONB50 (10/04) 513014

PURCHASE ORDER

PAGE: 1

VICTORY ENERGY

VICTORY ENERGY OPERATIONS, LLC
 10701 E 126TH ST. NORTH
 COLLINSVILLE, OK 74021
 (918) 274-0023
 FAX: (918) 274-0059

7463362
 P.O. NUMBER: 02/03/05
 ORDER DATE: Job Number 0000362

VENDOR NO.: INDEKEY

ENDOR:

INDECK KEYSTONE, LLC
 5300 KNOWLEDGE AVE
 STE 200
 Erie, PA 16510

CONFIRM TO: CHERYL

SHIP TO:

Victory Energy Operations, LLC
 10701 E 126th St. North
 Collinsville, OK 74021

Fax: 814-897-1089

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS
02/24/05	BEST WAY	DESTINATION	SPECIAL TERMS/PURCHASE ORDER

ITEM NO.	UNIT	ORDERED	RECEIVED	BACK ORDER	UNIT COST	AMOUNT
00001-DRPSEH	EACH	1.000	0.000	0.000	265.000	265.00

ITEM # NPN
 FUEL OIL GUN TUBE # 80244-2020

1. MATERIAL MUST BE TAGGED WITH VEO'S JOB# PO# AND DWG#
2. NO PARTIAL SHIPMENTS ACCEPTED UNLESS APPROVED BY EO.
3. INVOICES MUST BE TAGGED WITH VEO'S JOB# AND PO#
4. VEO JOB# 362

CONFIRMING ORDER! DO NOT DUPLICATE!

AGREED AND ACCEPTED

DATE

Net Order:	265.00
Sales Tax:	0.00
Freight:	0.00
	265.00

SHIPMENTS RECEIVED FROM 8:00 - 11:00 AM
 AND 1:00 - 4:00 PM
 MONDAY THROUGH FRIDAY

DATE	INVOICE No.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
02/25/2005	KIN0010565		273.84	0.00	273.84

VICTORY ENERGY CORPORATION

CHECK: 021363 04/19/2005, INDECK KEYSTONE, LLC

T O T A L

273.84

AP47 (11/03) BEST SOFTWARE

EONB50 (5/04) 505842